End-User License Agreement (EULA)
for **UCit** Software and Solutions

Version 2.1

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In no event will either party **UCit** be liable for any special, consequential, incidental or indirect damages of any kind however caused, whether for breach of warranty, breach or repudiation of contract, tort, negligence, or otherwise, even if the party has been advised of the possibility of such loss. In no event shall either party be liable for any loss of profits, loss of business or goodwill, or for loss of data or use of data.

7. TERMINATION

Either party may terminate this Agreement for convenience or if the other party defaults any term or condition of this Agreement or has defaulted on any payments on amounts owing to **UCit** or its distributors, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limiting the foregoing, the party shall be in default under this Agreement if they become insolvent or any proceeding shall be commenced by or against the party under any bankruptcy, insolvency or similar laws. In the event that the term of this Agreement is terminated, Licensee shall forthwith return to **UCit** all copies of the Software (including any printed materials) and will certify in writing to **UCit** that all copies or partial copies of the Software have been returned to **UCit** or destroyed. If termination is caused by **UCit**, a prorated refund of the prepaid funds will be credited back to Licensee within thirty (30) days of such termination. Neither party shall be liable to the other party for damages of any kind by reason of such termination.

8. GENERAL

This License Agreement represents the complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations and understandings. This Agreement can only be modified by a later written agreement signed by authorized representatives of both parties. Neither party may assign this Agreement without the prior written consent of the other party. Any notice shall be deemed to be given on the date it is delivered personally or by fax, or if mailed, on the fifth business day following the mailing thereof. This Agreement shall be governed by and interpreted in accordance with the laws of France. Any litigation or proceeding, including any arbitration, shall be brought within **UCit**'s principal place of business jurisdiction. In the event the foregoing terms and conditions conflict with any terms and conditions affixed to any purchase order or otherwise specified by Licensee, **UCit**'s acceptance of Licensee's order and delivery of the Software is solely on the express understanding and condition that the foregoing terms and conditions will be the only terms and conditions that will apply to such order and **UCit** hereby objects to any conflicting or additional terms and conditions. This Agreement becomes effective on the date of last signature below ("Effective Date").

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For purposes of this Section 9: "Indemnity", "Licensee" means Licensee, its parents, subsidiaries, affiliated companies, and the officers, directors, employees, workers, agents, servants and invitees of Licensee, its parents, subsidiaries, Affiliates and Eligible Recipients.

10. CONFIDENTIALITY

The Receiving Party shall treat the Disclosing Party's Confidential Information as confidential and shall prevent disclosure of the Disclosing Party's Confidential Information to anyone, except on a confidential basis to its employees and contract employees, agents, consultants, subcontractors or to Licensee's parents, subsidiaries, Affiliates or Eligible Recipients, and their employees and contract employees, who need to know in connection with this Agreement or who need to know to host the Receiving Party's software, and who are bound to preserve the confidentiality thereof. These efforts to maintain confidentiality shall be reasonable and shall include taking at least such steps to protect the Confidential Information as the Receiving Party takes to protect its own similar valuable confidential and proprietary information. The Receiving Party and its personnel shall use such Confidential Information only for the purpose for which it was disclosed and shall not otherwise use or exploit such Confidential Information for its own benefit or the benefit of another without the written consent of the Disclosing Party. Unless Confidential Information becomes the property of Licensee pursuant to this Agreement, all written, including electronic versions, of the Confidential Information, and any copies thereof, shall remain the property of the Disclosing Party and shall be returned to the Disclosing Party or deleted in accordance with written request of the Disclosing Party.

However, electronic versions of the Confidential Information that have been automatically backed up with other data of the Receiving Party shall be kept confidential and deleted in the normal schedule of backups and deletions. Neither Party's Confidential Information provided under this Agreement shall be used by the Receiving Party after termination of this Agreement.

11. SUPPORT SERVICES AND UPGRADES

Licensee shall have the option of subscribing to software support for any or all of the Software with cost and coverage as set forth in the applicable order form(s) (the "Support Services" as described and regulated under the UCit Software Standard Support Services Agreement). In the event Support Services are terminated, Licensee shall still retain the right and license to continue using the Software in the latest version prior to termination of Support Services. All payments shall be due thirty days from receipt of a correct invoice if renewed. If Licensee terminates Support Services, it may be renewed later by payment of 125% of the current annual charge for each lapsed year (or part thereof *pro rata*), and Licensee will be entitled to receive the then current version or back-copies of all amendments and any other materials or documents that would otherwise have been issued.

The annual cost of said Maintenance (Support Services and entitlement to new version and releases of the Software) shall be no more than twenty (20%) of the net software license fee set forth for Perpetual License and in no event can increase by more than five percent (5%) in any one year period. Licensee may renew Maintenance for subsequent one year terms at its option. At least sixty days prior to the expiration of the current annual Maintenance period, Licensor shall invoice Licensee for the renewal Maintenance fee. Licensee shall have thirty days to pay the invoice and renew Maintenance for another year or, by failure to pay the invoice by the end of the term, terminate Maintenance. In the event Maintenance is terminated, Licensee shall still retain the right and license to continue using the Software in the latest version prior to termination of Maintenance.

12. NO MEDIA RELEASES.

There shall be no media releases, public announcements or public disclosure (including, but not limited to, promotional or marketing material) by either party, or by their employees or agents, relating to this Agreement or any project carried out hereunder or that a contractual relationship exists between the parties, unless both parties have approved the release in writing prior to any release.

13. NOTICES

Any notice required or permitted by this Agreement to be given to either Party shall be effective upon receipt if given in writing and sent by facsimile or mailed by first class, certified mail, postage prepaid, to the addresses indicated below. Receipt shall be presumed received five business days after mailing by first class mail or presumed received the next day if sent by over-night courier. Certified mail shall be deemed received upon the earlier of actual receipt of such notice or when notice is given to the addressee of its delivery. In addition, notice via e-mail to each Party's primary contact with the other should also be given. Either Party may designate a different address than that given below by notice to the other Party in accordance with this paragraph.